

N00°06'45"E, 15.03 feet to the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 17; thence along the North boundary thereof N89°58'32"W, 592.66 feet to the Northeast corner of Lot 45 of said "Kokomo Bay Phase One"; thence along the Easterly boundary of said "Kokomo Bay Phase One" the following three (3) courses: S00°01'28"W, 90.00 feet; thence S89°58'32"E, 18.42 feet; thence S00°01'28"W, 135.32 feet to the Southeast corner of Lot 46 of said "Kokomo Bay Phase One"; thence S89°22'46"E, 198.70 feet; thence S88°13'48"E, 583.55 feet; thence S00°04'08"E, 166.91 feet; thence S01°41'20"W, 14.82 feet; thence S82°12'41"W, 525.08 feet to the Northeast corner of Lot 69 of said "Kokomo Bay Phase One"; thence along the Easterly boundary of said "Kokomo Bay Phase One" the following courses: S07°47'19"E, 150.00 feet; thence S82°12'41"W, 1.46 feet; thence S07°47'19"E, 110.00 feet; thence N82°12'41"E, 36.76 feet; thence S02°02'45"E, 120.91 feet; thence S03°52'09"E, 127.50 feet; thence S89°20'31"W, 45.56 feet; thence S00°39'29"E, 150.00 feet to the Point of Beginning.

Containing 14.846 acres

INSTR # 2003190394
BK 05520 PG 0824
RECORDED 09/23/2003 09:03:28 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 19.50
RECORDED BY D Wilkinson

 This instrument prepared by and return to:
Paul S. Quinn, Jr., Esq.
Gray, Harris & Robinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801
(407) 843-8880

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SOUTHERN DUNES

This Supplemental Declaration of Covenants, Conditions and Restrictions of Southern Dunes is made and entered into as of the date set forth below, by **Southern Dunes Properties, Inc.**, f/k/a/ Southern Dunes Golf & Country Club, Inc., a Florida corporation, whose address is 2888 Southern Dunes Blvd., Haines City, Florida 33844 (hereinafter referred to as "Southern Dunes").

WITNESSETH:

WHEREAS, Southern Dunes entered into that certain Declaration of Covenants, Conditions and Restrictions of Southern Dunes on December 8, 1993, and recorded on December 13, 1993, in Official Records Book 3320, Page 1051, of the Public Records of Polk County, Florida.

WHEREAS, Southern Dunes annexed additional properties to the Declaration pursuant to that certain Supplemental Declaration of Covenants, Conditions and Restrictions of Southern Dunes dated September 13, 1999, and recorded in Official Records Book 4323, Page 984, and a further Supplemental Declaration recorded in Official Records Book 5399, Page 1090, all in the Public Records of Polk County, Florida.

WHEREAS, the aforesaid Covenants provided for the annexation of Additional Property to the Properties which are subject to such Covenants.

WHEREAS, Southern Dunes is desirous of annexing certain Additional Properties in accordance with the terms and conditions of Article II, Section 2(B) of said Covenants.

NOW THEREFORE, Southern Dunes hereby declares that all of the certain Additional Properties described on Exhibit "A" attached thereto shall be subject to the easements, covenants, conditions, restrictions, reservations, liens and charges and any and all additional terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions as recorded in Official Records Book 3320, Page 1051, of the Public Records of Polk County, Florida. The aforesaid covenants shall run with the Additional Properties described on Exhibit "A" and shall be binding upon all parties having and/or acquiring any right, title or interest in the real property described therein or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in any property subject to the aforesaid covenants.

IN WITNESS WHEREOF, Southern Dunes has executed this Supplemental Declaration on this 17th day of September, 2003.

WITNESSES:

SOUTHERN DUNES PROPERTIES, INC.,
a Florida corporation

Ralph H. Forrest
Printed Name: RALPH H. FORREST

By: Terry W. Donley
Terry W. Donley, President

Shane Trice
Printed Name: SHANE TRICE

STATE OF FLORIDA
COUNTY OF POLK

The foregoing was acknowledged before me this 17th day of September, 2003, by Terry W. Donley, as President for SOUTHERN DUNES PROPERTIES, INC., a Florida corporation, who is personally known to me, or has produced _____ as identification.

Deborah L. Campbell
Printed Name: Deborah L. Campbell
Notary Public
Commission Number: _____
Deborah L. Campbell
Commission #DD215181
Expires: Jun 13, 2007
Bonded Thru
Atlantic Bonding Co., Inc.



EXHIBIT "A"

LEGAL DESCRIPTION:

SOUTHERN DUNES DEVELOPMENT TRACT
 PARCEL TWO (Parcel I, Exhibit B Preliminary Master
 (UPDATED 5-9-01)

AND LESS

THAT PART OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK
 COUNTY, FLORIDA, DESCRIBED AS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE
 NORTHWEST 1/4 OF SAID SECTION 20, AND RUN THENCE ALONG THE NORTH
 BOUNDARY OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20,
 N-89°55'57"-W, 455.68 FEET TO A POINT FROM WHICH THE NORTHWEST
 CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20
 BEARS N-89°55'57"-W, AND LIES 885.01 FEET DISTANT, SAID POINT
 ALSO BEING THE POINT OF BEGINNING FOR "BERMUDA POINTE" ACCORDING
 TO THE PLAT THEREOF RECORDED IN PLAT BOOK 97, PAGE 6, PUBLIC RECORDS
 OF POLK COUNTY, FLORIDA; THENCE ALONG THE WESTERLY AND SOUTHERLY
 BOUNDARY OF SAID "BERMUDA POINTE" THE FOLLOWING TEN(10) COURSES:
 S-00°01'02"-E, 100.00 FEET; THENCE S-89°55'57"-E, 148.66 FEET;
 THENCE CONTINUING S-89°55'57"-E ALONG A NON-TANGENT LINE,
 243.64 FEET TO A NON-TANGENT POINT OF CURVE THE RADIUS POINT FOR
 WHICH BEARS S-11°00'38"-W; THENCE SOUTHEASTERLY ALONG SAID CURVE
 HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE/DELTA OF 33°30'57",
 A CHORD DISTANCE OF 158.58 FEET, A CHORD BEARING OF S-62°13'55"-E,
 FOR AN ARC DISTANCE OF 160.86 FEET; THENCE ALONG A TANGENT LINE
 S-45°28'25"-E, 590.56 FEET TO A POINT OF CURVE TO THE LEFT;
 THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 350.00 FEET,
 A CENTRAL ANGLE/DELTA OF 04°05'46", A CHORD DISTANCE OF 25.02 FEET,
 A CHORD BEARING OF S-47°31'18"-E, FOR AN ARC DISTANCE OF 25.02
 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY
 ALONG SAID CURVE HAVING A RADIUS OF 350.00 FEET, A CENTRAL
 ANGLE/DELTA OF 43°43'22", A CHORD DISTANCE OF 260.85 FEET,
 A CHORD BEARING OF S-71°25'52"-E, FOR AN ARC DISTANCE OF
 267.09 FEET; THENCE N-86°42'27"-E, 344.11 FEET TO A POINT OF CURVE
 TO THE LEFT; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS
 OF 825.00 FEET, A CENTRAL ANGLE/DELTA OF 05°51'08", A CHORD
 DISTANCE OF 84.22 FEET, A CHORD BEARING OF N-83°46'54"-E, FOR
 AN ARC DISTANCE OF 84.26 FEET; THENCE N-80°51'21"-E, 159.17 FEET;
 THENCE S-00°09'51"-E, 677.58 FEET; THENCE N-89°41'44"-W,

417.83 FEET; THENCE S-00°04'24"-W, 126.28 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG SAID SOUTH BOUNDARY N-89°55'36"-W, 107.71 FEET TO A POINT (FROM WHICH THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 BEARS S-89°55'36"-E, AND LIES 501.05 FEET DISTANT), SAID POINT LIES ON THE DIMENSIONED SURVEY LINE (AS REQUIRED BY 61G17-60031(2)(F) FLORIDA ADMINISTRATIVE CODE) OF THE WATERS EDGE OF LAKE JOE ON OCTOBER 25, 2000; THENCE ALONG SAID DIMENSIONED SURVEY LINE OF THE WATERS EDGE OF LAKE JOE THE FOLLOWING NINE (9) COURSES: N-00°04'24"-E, 221.37 FEET; THENCE N-07°35'29"-W, 170.50 FEET; THENCE N-20°05'47"-W, 205.85 FEET; THENCE N-84°39'55"-W, 164.17 FEET; THENCE S-80°29'31"-W, 155.93 FEET; THENCE S-51°26'00"-W, 520.14 FEET; THENCE S-28°48'22"-E, 199.45 FEET; THENCE S-43°21'40"-E, 20.44 FEET; THENCE S-35°37'14"-E, 253.86 FEET; THENCE S-24°44'25"-W, 50.54 FEET TO A POINT ON THE NORTHERLY LINE OF "DRAINAGE/RETENTION AND OPEN SPACE EASEMENT" AS RECORDED IN OFFICIAL RECORDS BOOK 3461, PAGE 2232, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING TEN (10) COURSES: N-27°09'20"-W, 22.35 FEET; THENCE N-82°50'36"-W, 44.18 FEET; THENCE N-53°23'47"-W, 28.45 FEET; THENCE N-01°38'24"-E, 17.90 FEET; THENCE N-04°50'49"-W, 36.72 FEET; THENCE N-47°40'04"-W, 140.32 FEET; THENCE N-23°56'24"-W, 14.11 FEET; THENCE ALONG A NON-TANGENT LINE N-44°12'07"-W, 114.80 FEET TO A POINT OF CURVE TO THE LEFT THE RADIUS POINT FOR WHICH BEARS S-77°05'40"-W; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE/DELTA OF 16°58'14", A CHORD DISTANCE OF 67.87 FEET; A CHORD BEARING OF N-21°22'55"-W, FOR AN ARC DISTANCE OF 66.12 FEET; THENCE ALONG A NON-TANGENT LINE N-00°13'27"-W, 36.83 FEET; THENCE N-19°40'03"-E, 5.18 FEET; THENCE N-29°38'15"-E, 340.77 FEET; THENCE N-38°34'00"-W, 122.80 FEET; THENCE N-86°05'27"-E, 255.11 FEET; THENCE N-56°16'34"-E, 203.58 FEET; THENCE ALONG A NON-RADIAL LINE N-44°31'35"-E, 20.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.91 ACRES.



INSTR # 2023281944
BK 12926 Pgs 2063-2069 PG(s)7
RECORDED 12/04/2023 08:06:57 AM

STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$61.00
RECORDED BY ashlover

Notice of Southern Dunes Master Community Association, Inc., under §720.3032, Florida Statutes, to preserve and protect covenants and restrictions from extinguishment under the Marketable Record Title Act, Chapter 712, Florida Statutes.

Instructions to recorder: Please index both the legal name of the Association (Item A) and the names shown in Items C and G.

A. Legal name of Association: SOUTHERN DUNES MASTER COMMUNITY ASSOCIATION, INC., a Florida not for Profit Corporation.

B. Mailing and physical addresses of Association: 1603 Forest Hills Lane, Haines City, FL 33844.

C. Common name of community: Southern Dunes. Names of the affected subdivision plats: Bermuda Pointe; Caribbean Cove; Villas de Augustine; Hemingway Place; Kokomo Bay; Mariner Cay; Southern Dunes Estates Phases I and II.

D. Name, address, and telephone number for Management Company, if any: Don Asher & Associates, 1603 Forest Hills Lane Haines City, FL 33844, Phone: 863-419-0642.

E. This notice **DOES** constitute a notice that the Association desires to preserve and protect the covenants or restrictions from extinguishment under the Marketable Record Title Act, Chapter 712, Florida Statutes.

F. The following covenants or restrictions affecting the community which the Association desires to be preserved from extinguishment (cumulatively, the "Declaration"):

1. Terms, covenants, conditions, restrictions, easements, assessments and possible liens created by and set forth in the Declaration of Covenants, Conditions, and Restrictions of Southern Dunes recorded in Official Records Book 3320, Page 1051; Public Records of Polk County, Florida;
2. Supplemental Declaration of Covenants, Conditions and Restrictions of Southern Dunes recorded in Official Records Book 4323, Page 984; Public Records of Polk County, Florida;
3. Supplemental Declaration of Covenants, Conditions and Restrictions of Southern Dunes recorded in Official Records Book 5399, Page 1090; Public Records of Polk County, Florida;
4. Supplemental Declaration of Covenants, Conditions and Restrictions of Southern Dunes recorded in Official Records Book 5520, Page 824; Public Records of Polk County, Florida;
5. Resolution of the Board of Directors of Southern Dunes Master Community Association, Inc., recorded in Official Records Book 9265, Page 1711; Public Records of Polk County, Florida;

Prepared by and
Return to: William E. Reischmann, Jr., Esquire

GARGANESE, WEISS,
D'AGRESTA & SALZMAN, P.A.

Post Office Box 2873
Orlando, Florida 32802-2873

6. Resolution of the Board of Directors of Southern Dunes Master Community Association, Inc., recorded in Official Records Book 11573, Page 1938; Public Records of Polk County, Florida;
 7. Restrictive Covenant and Indemnity Agreement recorded in Official Records Book 3430, Page 563, Public Records of Polk County, Florida.
 8. Quit Claim Deed recorded in Official Records Book 5529, Page 2184, Public Records of Polk County, Florida.
 9. Quit Claim Deed recorded in Official Records Book 5645, Page 0847, Public Records of Polk County, Florida.
- G. The legal descriptions of the communities and properties affected by the listed covenants or restrictions are reflected in Exhibits "A", "B" and "C" as attached to the Declaration of Covenants, Conditions, and Restrictions of Southern Dunes recorded in Official Records Book 3320, Page 1051; Public Records of Polk County, Florida, and as attached hereto;

Further, the following Properties have annexed into Southern Dunes and are subject to the aforementioned Covenants, Conditions and Restrictions (Section F).

All of Bermuda Point according to the plat thereof as recorded in Plat Book 97, Page 6, Public Records of Polk County, Florida.

All of Caribbean Cove according to the plat thereof as recorded in Plat Book 97, Pages 4 and 5, Tract A, Tract C, Public Records of Polk County, Florida.

All of REPLAT OF HEMINGWAY PLACE PHASE ONE PB 99 PG 49 TRACTS B & C, Public Records of Polk County, Florida.

All of REPLAT OF HEMINGWAY PLACE PHASE ONE PB 99 PG 49 TRACTS B & C, Public Records of Polk County, Florida.

All of REPLAT OF HEMINGWAY PLACE PHASE ONE PB 99 PG 49 TRACT D & PRIVATE RD, Public Records of Polk County, Florida.

All of Hemingway Place Phase Two, according to the plat thereof as recorded in Plat Book 100, Page 31, Public Records of Polk County, Florida.

All of KOKOMO BAY PHASE ONE PB 118 PGS 24 & 25 TRACT 2 & PRIVATE RDS LESS KOKOMO BAY PHASE ONE REPLAT OF LOTS 1 2 3 29 & 30 AS REC IN PB 120 PG 1, Public Records of Polk County, Florida.

All of Kokomo Bay, according to the plat thereof as recorded in Plat Book 120, Page 1, Public Records of Polk County, Florida.

All of KOKOMO BAY PHASE TWO PB 122 PGS 3 & 4 PRIVATE ROADS, Public Records of Polk County, Florida.

All of Mariner Cay according to the plat thereof as recorded in Plat Book 128, Pages 10-11 Tract A, Public Records of Polk County, Florida.

All of SOUTHERN DUNES ESTATES PHASE ONE PB 105 PG 37 PRIVATE ROADS, Public Records of Polk County, Florida.

All of REPLAT OF SOUTHERN DUNES ESTATES PHASE ONE TRACT A & LOTS 57,58,59,60 & 61, according to the plat thereof as recorded in Plat Book 106, Pages 26 ... Tract A, Public Records of Polk County, Florida.

All of Southern Dunes Estates Phase Two, according to the plat thereof as recorded in Plat Book 108, Pages 14 Private Roads, Public Records of Polk County, Florida.

All of SOUTHERN DUNES ESTATES ADDITION Plat Book 110 Pages 47 & 48 TRACT A & PRIVATE RD, Public Records of Polk County, Florida.

All of Villas de Augustine according to the plat thereof as recorded in Plat Book 97, Pages 7 and 8, Tract A, Tract C, Public Records of Polk County, Florida.

On the 16 day of November 2023, the Board of Directors voted unanimously to preserve the Declaration and protect the Declaration from extinguishment by the operation of the Marketable Record Titles to Real Property Act, Chapter 712, Florida Statutes, pursuant to the provisions of Sections 712.05 and 720.3032, Florida Statutes. Accordingly, this Notice has the effect of preserving the Declaration for a period of not longer than thirty (30) years following the recordation of this Notice among the Public Records of Polk County, Florida.

This notice is filed on behalf of Southern Dunes Master Community Association, Inc., as of November 16, 2023.

Southern Dunes Master Community Association, Inc.,
a not-for-profit Corporation

(corporate seal)

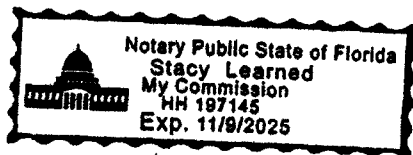
 witness	By: 
 witness	Officer Name: <u>Barbara Haddon</u> Title of Officer: <u>President</u>

IN WITNESS WHEREOF, the Association has executed this Notice in manner and form sufficient to bind it as of the date set forth above.

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16 day of NOV, 2023, by Barbara Heddon, as President of SOUTHERN DUNES MASTER COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation; who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Stacy Learned
Notary Public Signature

Stacy Learned
(Name typed, printed or stamped)

EXHIBIT "A"

Legal Description of Property

All of Bermuda Point according to the plat thereof as recorded in Plat Book 97, Page 6, Public Records of Polk County, Florida.

All of Caribbean Cove according to the plat thereof as recorded in Plat Book 97, Pages 4 and 5, Public Records of Polk County, Florida.

All of Villas de Augustine according to the plat there as recorded in Plat Book 97, Pages 7 and 8, Public Records of Polk County, Florida.

Together With:

All of the roads, both existing and proposed, contained within the forgoing described property and within the property described on Exhibit "B" attached to this Declaration.

3320 1093
POLK OFF. REC. PAGE

71660\STAYORR

LEGAL DESCRIPTION

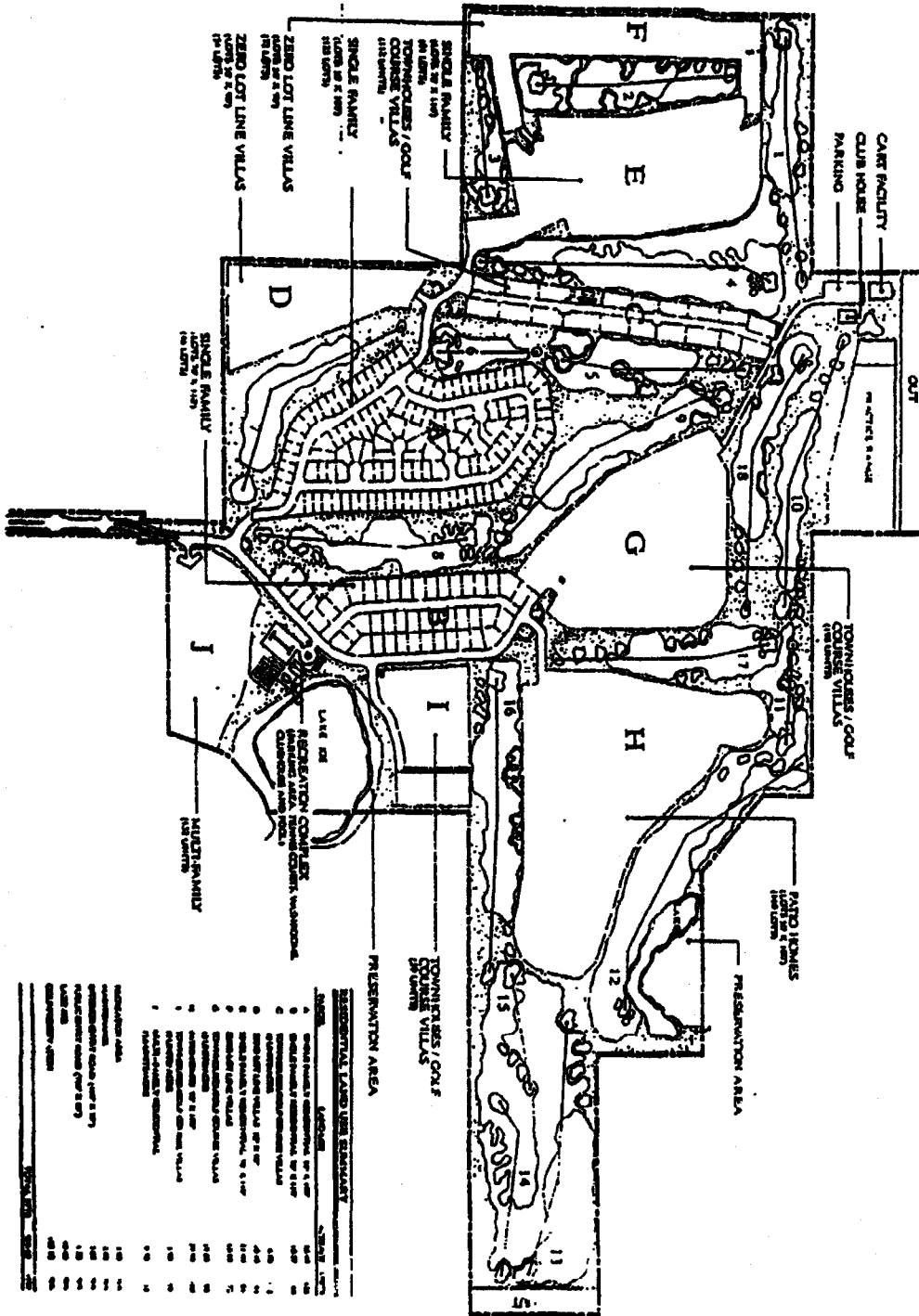
COMMENCE AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA AND RUN S89°59'49"W, ALONG THE NORTH BOUNDARY OF SAID SECTION 20, 140.00 FEET; THENCE S00°07'04"W, 15.00 FEET TO THE POINT OF BEGINNING; THENCE S89°59'49"W ALONG THE SOUTH LINE OF A PLATTED ROAD RIGHT-OF-WAY, 326.63 FEET; THENCE N00°02'24"E, 15.00 FEET; THENCE N00°04'11"W ALONG THE EAST BOUNDARY OF TRACTS 22 AND 27 OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 27 EAST, RECORDED IN PLAT BOOK 3, PAGES 60 THRU 63, 1303.10 FEET; THENCE N89°57'16"W ALONG THE SOUTH LINE OF A PLATTED ROAD RIGHT-OF-WAY, 664.39 FEET; THENCE N00°01'47"E, 15.00 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 27 EAST; THENCE N89°57'16"W ALONG THE NORTH BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 1328.73 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE S00°13'43"W ALONG THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 1319.80 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 20; THENCE N89°56'39"W ALONG THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 20, 1320.78 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE S00°10'50"E ALONG THE WEST BOUNDARY OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, 1334.21 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE N89°55'57"W ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, 555.68 FEET; THENCE S00°10'02"E, 100.00 FEET; THENCE S89°55'57"W, 148.66 FEET; THENCE S00°06'10"W, 948.44 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 1723.00 FEET, A CHORD DISTANCE OF 162.06 FEET, AND A CHORD BEARING OF S74°47'33"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 162.12 FEET TO THE INTERSECTION WITH A NON-TANGENT CURVE CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 260.00 FEET, A CHORD DISTANCE OF 113.62 FEET, A CHORD BEARING OF S28°54'02"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 27°21'12", AN ARC DISTANCE OF 114.72 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVED WESTERLY, HAVING A RADIUS OF 160.00 FEET, A CHORD DISTANCE OF 114.80 FEET, AND A CHORD BEARING OF S05°05'32"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 75°00'00", AN ARC DISTANCE OF 209.44 FEET TO THE END OF SAID CURVE; THENCE S32°24'28"W, 52.31 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 1623.00 FEET, A CHORD DISTANCE OF 70.54 FEET AND A CHORD BEARING OF S64°41'35"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND MAINTAINED RIGHT-OF-WAY OF OLD POLK CITY ROAD, THRU A CENTRAL ANGLE OF 02°50'26", AN ARC DISTANCE OF 70.55 FEET TO THE INTERSECTION WITH A NON-TANGENT LINE, BEARING S32°24'28"W; THENCE N32°24'28"E, ALONG SAID LINE 47.59 FEET TO THE BEGINNING OF A CURVE CONCAVED WESTERLY, HAVING A RADIUS OF 230.00 FEET, A CHORD DISTANCE OF 177.16 FEET AND A CHORD BEARING OF N09°45'20"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 45°18'16", AN ARC DISTANCE OF 181.86 FEET TO THE INTERSECTION WITH A NON-TANGENT LINE BEARING N46°12'07"W; THENCE S44°12'07"E, ALONG SAID LINE 114.80 FEET; THENCE S23°54'24"E, 14.11 FEET; THENCE S47°40'04"E, 140.32 FEET; THENCE S04°50'49"E, 36.72 FEET; THENCE S01°36'24"W, 17.90 FEET; THENCE S53°25'47"E, 75.49 FEET; THENCE S62°50'36"E, 44.38 FEET; THENCE S27°09'20"E, 22.35 FEET; THENCE N24°44'22"E, 235.49 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE S89°55'36"E, ALONG SAID SOUTH BOUNDARY, 340.15 FEET MORE OR LESS TO THE SHORELINE OF LAKE JOE; THENCE S30°04'24"W, ALONG SAID SHORELINE, 115.47 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY OF BLOCK 3 OF JUNGLE TERRACE SUBDIVISION, RECORDED IN PLAT BOOK 31, PAGE 16 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S89°55'36"E, ALONG SAID SOUTH BOUNDARY AND ITS EXTENSION, 646.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CRAB STREET; THENCE S01°04'50"E, ALONG THE LINE 25.00 FEET EAST OF AND PARALLEL WITH THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 20, 2415.68 FEET TO A POINT 155.00 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SOUTHEAST 1/4; THENCE N89°42'44"E, PARALLEL WITH SOUTH BOUNDARY, 435.67 FEET; THENCE N00°10'42"W, 1178.33 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE N89°53'36"E, ALONG SAID NORTH BOUNDARY, 662.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE N00°10'42"W, ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, 541.23 FEET; THENCE N42°46'51"E, 544.33 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE S89°55'11"E, ALONG SAID SOUTH BOUNDARY, 292.07 FEET; THENCE N00°02'24"E, ALONG THE EAST BOUNDARY OF TRACTS 27 AND 22 OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION OF THE NORTHEAST 1/4 OF SAID SECTION 20, RECORDED IN PLAT BOOK 3, PAGES 60 THRU 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, 1335.10 FEET; THENCE S89°57'51"E ALONG THE SOUTH BOUNDARY OF TRACTS 9 AND 10 OF SAID FLORIDA DEVELOPMENT COMPANY SUBDIVISION, 574.84 FEET TO A POINT 140.00 FEET WEST OF THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE N00°07'04"E, PARALLEL WITH SAID EAST BOUNDARY, 1321.06 FEET TO THE POINT OF BEGINNING.

3320 1094
POLK OFF. REC. PAGE

EXHIBIT "C"

Plan

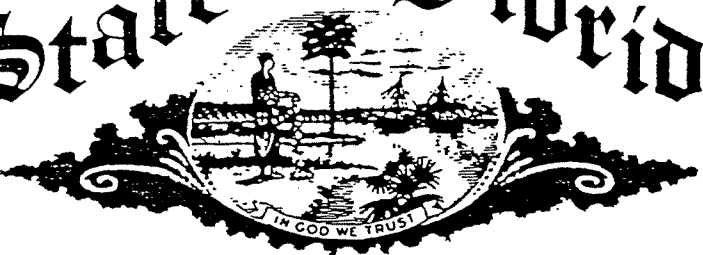
3320 1096
POLK OFF-ROAD MAP



LOST GROVE
GOLF VILLAGE
PRELIMINARY
CONCEPT
MASTER PLAN

EXHIBIT 1

State of Florida



Department of State

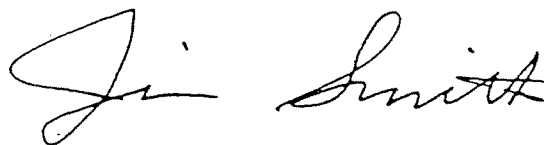
I certify the attached is a true and correct copy of the Articles of Incorporation of SOUTHERN DUNES MASTER COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on February 16, 1994, as shown by the records of this office.

The document number of this corporation is N94000000837.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighteenth day of February, 1994



CR2EO22 (2-91)

A handwritten signature in cursive script, reading "Jim Smith".

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION

OF

SOUTHERN DUNES MASTER COMMUNITY ASSOCIATION, INC.

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is SOUTHERN DUNES MASTER COMMUNITY ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II

PRINCIPAL OFFICE AND MAILING ADDRESS OF THE ASSOCIATION

The principal office and mailing address of the Association is located at 2235 Crump Road, Winter Haven, Florida 33884.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 2235 Crump Road, Winter Haven, Florida 33884 and the name of the initial registered agent at that address is Terry Donley.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots, Residential Property, Residential Units and Common Area //

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within that certain tract of property (hereinafter referred to as the "Property") more particularly described as:

Tracts A & B of Caribbean Cove according to the plat thereof as recorded in Plat Book 97, Pages 4 and 5, Public Records of Polk County, Florida.

Tracts A, B & C of Villas de Augustine according to the plat there as recorded in Plat Book 97, Pages 7 and 8, Public Records of Polk County, Florida.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association (hereinafter referred to as the "Property") and for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions of Southern Dunes (hereinafter called the "Declaration"), applicable to the Property and recorded or to be recorded on the Public Records of Polk County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money and, with the assent of two-thirds (2/3) of each class of Members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, sale or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of Members, agreeing to such dedication, sale or transfer, provided that there shall be no requirement of participation by or agreement of the Members if such dedication, sale or transfer is incidental to a replatting of any portion of the Common Property;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Property, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of Members, unless provided otherwise in the Declaration;

(g) Have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise; and

(h) Operate, maintain and manage the Surface Water Management System applicable to the Property, in the manner provided in the Declaration.

ARTICLE V

MEMBERSHIP

The Declarant (as defined in the Declaration) and every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Residential Unit or Residential Property which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have three (3) classes of voting membership:

Class A. Class A Members shall be all Owners of improved Residential Units that have been conveyed by a builder or developer of Residential Property. Class A Members shall be allocated one vote for each improved Residential Unit in which they hold the interest required for membership by Article III, Section 1 of the Declaration.

Class B. Class B Members shall be Owners of Residential Property without a Residential Unit thereon other than the Declarant. Class B members shall be allocated one vote for each Residential Unit allowable to the Residential Property (under the Plan) owned by the Class B members.

Class C. The Class C Member shall be the Declarant, or its specifically designated (in writing) successor. The Class C Member shall be allocated a number of votes equal to three times the total number of Class A and Class B votes at any time; provided, notwithstanding the foregoing, if any provision of the Declaration specifically requires a vote of two-thirds or three-fourths of each Class of Members, then for purposes of those votes, the Class C Member shall not be allocated a number of votes equal to three time the total number of Class A and Class B votes. The Class C membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- i. Twenty (20) years from the date of recording of the Declaration among the Public Records of Polk County, Florida.
- ii. when 75% of the maximum number of Residential Units allowed for the Properties then subject to this Declaration have been conveyed to Residential Unit Owners.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed initially by a Board of three (3) directors, who need not be Members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the initial directors are:

<u>NAME</u>	<u>ADDRESS</u>
<u>Richard M. Woodley</u>	<u>815 Orienta Avenue, Suite 101</u> <u>Altamonte Springs, Fl. 32701</u>
<u>Terry Donley</u>	<u>2235 Crump Road</u> <u>Winter Haven, Fl 33881</u>
<u>Ralph Forrest</u>	<u>2235 Crump Road</u> <u>Winter Haven, Fl 33881</u>

At the first annual meeting, the Members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years, and at each annual meeting thereafter the Members shall elect one (1) director for a term of three (3) years; provided, however, that the Declarant shall be entitled (but not

obligated) to appoint one (1) director for so long as the Declarant is the owner of any portion of the Property or Additional Property.

ARTICLE VIII

DISSOLUTION

Except as otherwise provided in the Declaration, the Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes, subject to court approval pursuant to Section 617.05, Florida Statutes. Prior to any such dissolution, however, the responsibility for the operation and maintenance of the Surface Water Management System for the Property shall be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C., and is acceptable to the applicable Water Management District.

ARTICLE IX

DURATION

The Corporation shall exist perpetually, unless sooner dissolved according to the terms hereof or applicable law.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

Except as provided in the Declaration, as long as there is a Class B and/or Class C Membership the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties other than those expressly contemplated to be annexed by the terms and provisions of the Declaration, mergers and consolidations, mortgaging of Common Property, dedication of Common Property, dissolution and amendment of these Articles.

ARTICLE XII

INCORPORATORS

The names and addresses of the persons signing these Articles are as follows:

NAME

ADDRESS

Richard M. Woodley

815 Orienta Avenue, Suite 101
Altamonte Springs, Fl. 32701

Terry Donley

2235 Crump Road

Winter Haven, Fl 33881

Ralph Forrest

2235 Crump Road

Winter Haven, Fl 33881

ARTICLE XIII

INDEMNIFICATION

In addition to any rights and duties under applicable law, this Association shall indemnify and hold harmless all its directors, officers, employees and agents, and former directors, officers, employees and agents from and against all liabilities and obligations, including attorneys fees, incurred in connection with any actions taken or failed to be taken by said directors, officers, employees and agents in their capacity as such, except for willful misconduct or gross negligence.

ARTICLE XIV

BYLAWS

The Bylaws of this Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded by a majority vote of a quorum of all Members voting in person or by proxy, except that the Federal Housing Administration and the Veterans Administration shall have the right to veto amendments while there is a Class C Membership.

ARTICLE XV

DEFINITIONS AND CONFLICT

Capitalized terms contained herein which are not otherwise defined shall have the definitions and meanings set forth in the Declaration. In the event of a conflict between these Articles and the Declaration, the terms and conditions of the Declaration shall control.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 5th day of Dec, 1993.

Robert M. Kelly

Terry W. Donly
 Ralph L. Lucas

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 7th day of Dec, 1993, by James W. Donley who is personally known to me or who has produced _____ as identification and who did not take an oath.

James W. Donley
Notary Public, State of Florida

Name: James W. Donley

Commission No.: AA 71-275

My Commission Expires: _____

(SEAL) _____

STATE OF FLORIDA
COUNTY OF ~~ORANGE~~ POLK

The foregoing instrument was acknowledged before me this 8th day of December, 1993, by James W. Donley, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Deborah L. Campbell
Notary Public, State of Florida

Name: Deborah L. Campbell

Commission No.: _____

My Commission Expires: _____

(SEAL) NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 19, 1994
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 8th day of December, 1993, by Ralph H. Jones, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Deborah L. Campbell
Notary Public, State of Florida

Name: Deborah L. Campbell

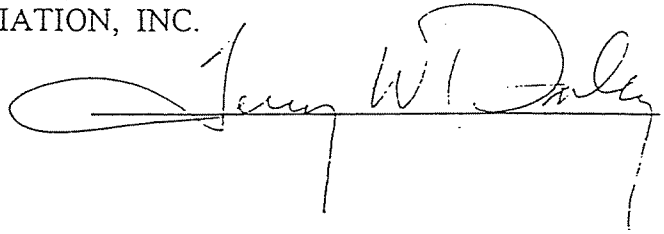
Commission No.: _____

My Commission Expires: _____

(SEAL) NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 19, 1994
BONDED THRU GENERAL INS. UND.

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the designation as Registered Agent of SOUTHERN DUNES MASTER COMMUNITY ASSOCIATION, INC.

A handwritten signature in dark ink, appearing to read "Jerry W. Dole", is written over a horizontal line.

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TALLAHASSEE, FLORIDA

BYLAWS
OF
SOUTHERN DUNES MASTER COMMUNITY ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is SOUTHERN DUNES MASTER COMMUNITY ASSOCIATION, INC. (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 12525 U.S. Highway 27 North, Davenport, Florida 33837, but meetings of members and directors may be held at such places within the State of Florida, Counties of Polk or Orange, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Capitalized terms contained herein which are not otherwise defined shall have the definitions and meanings set forth in the Declaration of Covenants, Conditions and Restrictions of Southern Dunes (hereinafter referred to as the "Declaration") executed by Lost Grove Golf Village, Inc. (hereinafter referred to as the "Declarant") and recorded or to be recorded among the Public Records of Polk County, Florida, which Declaration provides for the creation of the Association.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within thirteen (13) months from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on a date to be determined by the Board of Directors, which date shall be within thirteen (13) months of the preceding annual meeting. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of,

the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon termination of the membership of the Member granting such proxy.

Section 6. Adjourned Meetings. If any meeting cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Section 7. Order of Business. The order of business at annual Members' meetings and as far as practical or applicable at other Members' meetings, shall be:

- (a) call to order by President;
- (b) calling of the roll and certifying of proxies;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved minutes;
- (e) reports of officers;
- (f) reports of committees;
- (g) determination of number of directors;
- (h) election of directors;

- (i) unfinished business;
- (j) new business;
- (k) adjournment.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of at least three (3) directors, who need not be members of the Association. The number of directors may be increased from time to time.

Section 2. Term of Office. At the first annual meeting the Members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect one (1) director for a term of three (3) years; provided, however, that the Declarant shall be entitled (but not obligated) to appoint one (1) director for as long as the Declarant is the owner of any portion of the Properties or the Additional Property.

Section 3. Removal. Any director may be removed from the Board with or without cause by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board (except in the event that a director appointed by the Declarant is removed, in which case a successor shall be appointed by the Declarant) and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF BOARD OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations

may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Organizational Meeting. The organizational meeting of a newly-elected board shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

Section 2. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Except in the event of emergency meetings, a notice of all meetings shall be conspicuously posted 48 hours in advance for the attention of Members of the Association.

Section 3. Special Meetings. Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Notice of a special meeting shall be conspicuously posted 48 hours in advance for the attention of Members of the Association except in an emergency.

Section 4. All Meetings. All meetings of the Board shall be open to all Members of the Association.

Section 5. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice.

Section 6. Quorum. A majority of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent without cause from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or

at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and see that their duties are properly performed;

(c) as more fully provided in the Declaration:

(1) fix the amount of the annual assessment against each Lot and Residential Unit at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date and/or bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association and/or covering improvements and activities on the Common Property and/or activities of the Association otherwise provided herein or in the Articles of Incorporation or the Declaration;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Property to be maintained;

(h) perform such other functions and duties as are reserved to the Board hereby or by the Declaration, the Articles of Incorporation or at law.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

- (a) President. Except as otherwise provided in these Bylaws, the President, subject to the directions of and limitations imposed by the Board, shall perform all the duties and have all the power usually pertaining and

attributed by law or otherwise to the office of the President of an association. He shall preside at all meetings of the Board. The President, unless some other person is thereunto expressly authorized by resolution of the Board, shall execute all contracts, deeds, mortgages, bonds and other instruments and papers in the name of the Association and on its behalf; subject, however, to the control when exercised of the Board and to the requirements of the Declaration. The President shall co-sign all checks and promissory notes. He shall also see that orders and resolutions of the Board are carried out.

(b) Vice-President. The Vice-President shall have the powers and perform such duties as may be delegated to him by the Board, or in the absence of such action by the Board, by the President. In case of the death, absence, or inability of the President to act, except as may be expressly limited by action of the Board, the Vice-President may perform the duties and exercise the powers of the President.

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Members and the Board in a book or books to be kept for such purposes, and also, when so requested, the minutes of all meetings of committees in a book or books to be kept for such purposes. He shall attend to giving and serving of all notices, and he shall have charge of all books and papers of the Association, except those hereinafter directed to be in charge of the Treasurer, or except as otherwise expressly directed by the Board. The Secretary shall be the custodian of the seal of the Association and cause to be affixed the seal of the Association on all papers requiring said seal. Subject to the requirements of the Declaration, the Secretary may sign as Secretary of the Association, with the President, in the name of the Association and on its behalf, all contracts, deeds, mortgages, bonds, notes and other papers, instruments and documents, except as otherwise expressly provided by the Board, and as such Secretary he shall affix the seal of the Association thereto. The Secretary shall keep appropriate current records showing the Members of the Association together with their addresses. Under the direction of the Board, or the President, the Secretary shall perform all the duties usually pertaining to the office of Secretary; and he shall perform such other duties as may be prescribed by the Board, or the President.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by